

**TRANSFER
TAX
PAID**

**WARRANTY DEED
Statutory Short Form**

Received Kennebec SS.
08/31/2009 8:39AM
Pages 2 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS

We, **BRYAN D. POOLER** and **KATHLEEN H. POOLER** of Waterville, County of Kennebec and State of Maine, for consideration paid, grant and convey to **JAYSON H. BEARCE** of Waterville, County of Kennebec and State of Maine, whose mailing address is 21 Franklin Street, Waterville, ME 04901, with Warranty Covenants, the real estate described as follows:

32-187

A certain lot or parcel of land, together with the buildings and improvements located thereon, situate in Waterville, County of Kennebec and State of Maine, and being lot numbered thirty-eight (38) according to a Plan of Beverly Hills made for Charles F. Poulin by Harry E. Green, C. E., dated November 29, 1947, and recorded in the Kennebec County Registry of Deeds in Plan Book 15, Pages 80 and 81, to which Plan reference is hereby made for a more particular description of the lot herein conveyed.

The above described parcel of land is conveyed subject to the following restrictions lettered from A to I which will be binding upon the said grantees and all persons claiming or holding under or through said grantees, and said restrictions shall be deemed as covenants running with the title to said land.

(A) That said land shall be used only for residential purposes, and not more than one residence and the outbuildings thereof, such as a garage, shall occupy said land or any part thereof, at any one time, nor shall said lots be subdivided or so sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes;

(B) That no house for more than two families, and that no house costing less than four thousand five hundred (\$4,500.00) dollars shall be built upon said lots; and that no building or extension to such building, shall be erected or placed on any part of said land nearer to the street line which said building faces than twenty-five (25) feet;

(C) That any outbuilding, including garages, shall not be erected nearer to the street line upon which the house constructed or to be constructed on said lot shall face than the front part of the main building erected or to be erected on said lot or lots;

(D) That no placards or advertising signs other than such as relate to the sale or leasing of said lot or lots, shall be erected or maintained on said lot or lots or any building thereon;

(E) That no fence or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with view from residences on adjoining lots;

(F) That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot or lots or in any building thereon;

(G) That if the owner of two or more contiguous lots desires to improve said lots as one lot, insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be construed as applying to a single lot;

(H) That no house or other building shall be erected or placed upon said land nearer to the lines of said land than six (6) feet, and in addition, the following shall be applicable to buildings erected or placed on lots numbered 5, 6 and 32;

- (1) No houses, extensions thereto, outbuildings, including garages, or other buildings, shall in any case be erected on lots numbered

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five (5) and six (6) nearer to the Sidney Road than twenty-five (25) feet;

- (2) No houses, extensions thereto, outbuildings, including garages, or other buildings, shall be erected on lot numbered thirty-two (32) nearer to both Franklin Street and Roland Street than twenty-five (25) feet.

The restrictions in this paragraph shall not in any way affect those set forth in paragraphs lettered B and C.

(1) Said lots are conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land, and applicable to all lots hereafter to be sold or having been sold by Joseph A. Roy on a Plan of Lots known as Beverly Hills, in Waterville, Maine, aforesaid, and for a violation of the terms hereof, or any of them, by the said grantees herein named, or any person or persons holding or claiming by, under or through the aforesaid grantees, the right is expressly reserved to Joseph A. Roy, his heirs or assigns, or the owner of any lot or lots on said Plan of Lots known as Beverly Hills to proceed at law or in equity to compel compliance with the terms thereof. Joseph A. Roy shall not be held responsible for the enforcement of the foregoing restrictions.

Reference is made, however, to a quitclaim deed from Alfred J. Carey et al., to Harold A. Labbe et al., dated August 24, 1950, in which Joseph A. Roy joined, given to lift restrictions A, H, and I on lots numbered eight (8) and nine (9), thereby permitting the said Harold A. Labbe to convey a strip of land from lot numbered eight (8) to the owner of lot numbered nine (9).

Being the same premises conveyed to Bryan D. Pooler and Kathleen H. Pooler by Warranty Deed from Cecile B. Pooler dated December 6, 1996, and recorded in the Kennebec County Registry of Deeds in Book 5274, Page 80.

WITNESS our hands and seals this 27th day of August, 2009.

Signed, Sealed and Delivered
in the presence of:

William P. Subord

Bryan D. Pooler
Bryan D. Pooler

William P. Subord

Kathleen H. Pooler
Kathleen H. Pooler

STATE OF MAINE
COUNTY OF KENNEBEC

Dated: August 27, 2009

Then personally appeared the above named **BRYAN D. POOLER** and **KATHLEEN H. POOLER** and acknowledged the foregoing instrument to be their free act and deed.

Before me,

William P. Subord
Notary Public
Print
Name: _____
WILLIAM P. SUBORD
Attorney at Law
Notary Public
My Commission expires 5/26/2015

